

**Amendment to the Agreement  
Between  
Dialog Telecommunications, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated March 8, 2006**

Pursuant to this Amendment, (the "Amendment"), Dialog Telecommunications, Inc. ("Dialog"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 8, 2006 ("Agreement") to be effective on the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and Dialog entered into the Agreement on March 8, 2006, and;

WHEREAS, Dialog has requested access to the Loop Qualification System ("LQS"). LQS was originally designed as an internal tool utilized by BellSouth and Internet Service Providers ("ISPs") selling BellSouth Digital Subscriber Line ("DSL") Service to determine if a telephone number(s) at a specific service address qualified for BellSouth DSL Service;

WHEREAS, BellSouth hereby agrees to provide Dialog access to LQS and a bulk list of DSL qualified customers from LQS ("Bulk List");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. BellSouth makes no claim as to the accuracy or completeness of either LQS or the Bulk List.
2. Dialog is responsible for complying with local, state, and federal law in its use of the Bulk List for the purpose of, but not limited to, marketing of service through direct mail or telemarketing. Furthermore, Dialog hereby agrees to refrain from abusive telemarketing practices.
3. Dialog agrees that it will use the LQS information and the Bulk List and/or any information directly derived from the Bulk List for the sole purpose of qualifying and selling its own DSL services (whether by itself or in a package of other offerings) or BellSouth's wholesale DSL services.
4. Dialog will not use the Bulk List for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services or BellSouth's wholesale DSL services.
5. Dialog will not provide the Bulk List, any portion or portions of the Bulk List, copies of the Bulk List, or any information derived directly from the Bulk List to others without the prior written consent of BellSouth.

6. Dialog acknowledges and agrees to BellSouth's right to revoke and terminate the use of the Bulk List by Dialog. BellSouth may exercise this right of revocation and/or termination at any time, for any purpose, by oral or written notice to Dialog. In such event, Dialog agrees to immediately destroy or return all copies and/or components of the Bulk List. For purposes of this paragraph, the term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours.
7. All of the other provisions of the Agreement, dated March 8, 2006, shall remain in full force and effect.
8. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

## Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**By: Name: Kristen E. ShoreTitle: DirectorDate: 7/12/06**Dialog Telecommunications, Inc.**By: Name: Jim BellinaTitle: PresidentDate: 7/6/06